

How to Use the Asbestos, Lead and Mold Analysis Contract

Contract #: FAC73	Contract Duration: 04/01/2011 to 04/01/2015
MMARS #: FAC73*	Options to renew: Through 04/01/2015
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This contract contains: Small Business Purchasing Program (SBPP), Supplier Diversity Office SDO Contractors and Environmentally Preferable Products (EPP)	
Last change date: 04/15/2014	

Contract Summary

This contract covers asbestos, lead and mold analysis services. It does **not** cover remediation, abatement or removal services for asbestos, lead and mold.

Benefits and Cost Savings

- **Firm, Competitive Pricing** – The contract includes firm pricing for all covered analyses and does not require quotes.
- **Availability of Expedited Analyses** – The Contractor is able to perform express analyses for an additional charge.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Eligible Entities and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Pricing and Purchase Options

Purchase Options: The acquisition method for this contract is fee for service.

Business Hours. Monday through Friday 7:00 a.m. – 5:00 p.m. and Non-Business Hours are defined as hours not covered under Business Hours.

No Pre-Payments. Contractor must not request any form of pre-payments by the Eligible Entity. Eligible Entities will not pay Contractor until service is completed in a satisfactory manner and signed off by Eligible Entity.

No Minimum Charge. This contract does not allow minimum charges.

No Additional Charge/Surcharge/Fee. Contractors are not allowed to charge for items not listed on the price sheet (e.g. delivery, commuting, fuel, energy, insurance, meals, lodging and/or incidental fees). Exceptions to this rule include:

- Express services as defined on the price sheet – the allowable markup % is provided on the price sheet.
- Sample-collection services as defined in RFR Section 3.4.1, “Service Capability.” Contractors are allowed to mark up such a charge by up to 1%. Eligible Entities reserve the right to request sample-collection service invoices prior to payment.
- Courier services as stated in RFR Section “Category 1 Service Call Responsibilities.” Contractors are allowed to mark up such a charge by up to 1%. Eligible Entities reserve the right to request courier service invoices prior to payment.

Additional Information

Performance and Payment Time Frames which Exceed Contract Duration

All written service agreements entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract will remain in effect for performance and payment purposes (limited to the time frame established per each written agreement). All such agreements shall be subject to the terms and conditions of this contract. No written agreement shall extend more than one (1) year beyond the final end date of this Statewide Contract. No agreements for services may be executed after the Contract has expired.

This contract does not cover:

Asbestos, Lead and Mold Consulting Services. The Commonwealth has a separate statewide contract that includes a wide range of asbestos and other environmental consulting services, FAC60, Environmental Diagnostic Testing and Monitoring Services. Eligible Entities must use it for significant consulting and monitoring needs. See Appendix A in this document for details on the services that must be procured through FAC60.

Asbestos, Lead and Mold Abatement and Removal. Although this contract resulted from a solicitation that also included abatement and removal services for asbestos, lead and mold, no awards were made for those services. As a result, **this contract does not cover asbestos, lead and mold abatement and removal services.** Purchasing entities interested in procuring

those services must follow the requirements of MGL Ch. 149 or other relevant statute to obtain the service.

Strategic Sourcing Services Team Members

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Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to COMMBUYS, click on "Contract & Bid Search," select "Contracts/Blankets," then enter "FAC73" into Contract/Blanket Description to locate the following contract information:

- **Contract User Guide** – the latest version of this document
- **Request for Response (RFR) FAC73** – the original solicitation document containing complete service specifications for this contract.
- **FAC73 Lab Rates** – service rates for this contract.

Appendix A:

Description of Services Available on FAC73 Environmental Diagnostic Testing and Monitoring Services

Asbestos Testing: Awarded contractors will provide asbestos consulting/testing services, which may include, but will not be limited to:

- Perform air monitoring and testing and bulk material sampling;
- Provide services of the following classifications of workers: Asbestos Abatement Worker, Project Monitor, Asbestos Inspector, Asbestos Management Planner and Asbestos Project Designer as outlined in 453 CMR 6.0;
- Develop comprehensive or partial surveys and assessments of facilities;
- Prepare recommendations for asbestos removal and abatement (if any mechanical, etc. work is needed, Chap. 7 and Chap. 149 laws will apply);
- Provide comprehensive cost estimates for asbestos removal and abatement.

Contractors will report results, make recommendations and develop cost estimates for addressing any environmental quality issues that come to light from testing and evaluations. Contractors may be required to attend meetings as deemed necessary by the public agency.

Please note: Firms that perform these diagnostic services may not perform the recommended corrective actions, according to 453 CMR 6.00.

Lead Testing: Awarded contractors will test facilities for lead and record all lead hazards. Contractors will recommend actions that should be taken to remove or cover all lead. Contractors may be asked to recommend the actions that should be taken and apply for temporary or interim control. All Awarded contractors in this service category must be lead inspectors licensed by the Massachusetts Department of Public Health, Childhood Lead Poisoning Prevention Program. Personnel must be American Industrial Hygiene Association-certified. Awarded contractors must also be affiliated with an American Board of Industrial Hygiene-accredited lab. It is anticipated that lead testing will incorporate XRF methods, however awarded contractors should also be able to analyze TCP of paint plus underlying substrata.